

dependents, and the costs of, and the procedures for, use of such services.

6.7 The Exchange Officer and the Exchange Officer's dependents shall be accorded the use of military commissaries, exchanges, theaters and similar morale and welfare activities, in accordance with the laws, regulations, and policies of the Host Party and applicable international agreements.

6.8 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Party, the Host Party may provide, if available, housing and messing facilities for the Exchange Officer and the Exchange Officer's dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where housing and messing facilities are not provided by the Host Party, the Host Party shall use reasonable efforts to assist the Parent Party to locate such facilities for the Exchange Officer and the Exchange Officer's dependents.

6.9 The Parent Party shall ensure that the Exchange Officer and the Exchange Officer's dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit, consistent with relevant international agreements. Unless exempted under an applicable international agreement between the Parties, Exchange Officers and their authorized dependents entering the United States shall be required to comply with United States Customs Regulations.

6.10 The Parent Party shall ensure that the Exchange Officer and those dependents accompanying the Exchange Officer in the country of the Host Party shall obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws, regulations and policies of the Host Government, or the political subdivisions of the country of the Host Party in which the Exchange Officer and the Exchange Officer's dependents are located.

6.11 The Exchange Officer shall be afforded the same military courtesies as the Host Party's military members of comparable rank.

ARTICLE VII DISCIPLINE AND REMOVAL

7.1 Except as provided in Article 7.2, neither the Host Party nor the armed forces of the Host Government may take disciplinary action against a Exchange Officer who commits an offense under the military laws or regulations of the Host Party, nor shall the

Host Party exercise disciplinary powers over the Exchange Officer's dependents. The Parent Party, however, shall take such administrative or disciplinary action against the Exchange Officer as may be appropriate under the circumstances, to ensure compliance with this MOU, and the Parties shall cooperate in the investigation of any offenses under the laws or regulations of either.

7.2 The certification or approval of an Exchange Officer may be withdrawn, modified or curtailed at any time by the Host Party for any reason, including, but not limited to, the violation of the regulations or laws of the Host Party or the Host Government. In addition, at the request of the Host Party, the Parent Government shall remove the Exchange Officer or a dependent of the Exchange Officer from the territory of the Host Government. The Host Party shall provide an explanation for its removal request, but a disagreement between the Parties concerning the sufficiency of the Host Party's reasons shall not be grounds to delay the removal of the Exchange Officer.

7.3 An Exchange Officer shall not exercise any supervisory or disciplinary authority over military or civilian personnel of the Host Party.

ARTICLE VIII **CLAIMS**

8.1 Claims arising under this MOU shall be dealt with in accordance with the United States/Republic of Korea Status of Forces Agreement (SOFA), signed in Seoul July 9, 1966, that entered into force on February 9, 1976, and subsequent Exchange of Letters in Seoul and entered into force on February 1, 1991; as follows:

8.1.1 Where responsibility for damage, injury or death can be determined, the Party whose personnel were responsible shall pay the claim in accordance with the SOFA;

8.1.2 Where both Parties are responsible for the damage, injury or death, the costs of handling and settling the claim shall be apportioned between the Parties based on their degree of responsibility for the damage, injury or death; and

8.1.3 Where it is not possible to attribute responsibility for damage, injury or death, the costs of handling and settling the claim shall be distributed equally between the Parties.

8.2 Claims arising under a contract shall be resolved in

accordance with the contract. Unless otherwise mutually determined by the Parties, the costs of claims arising as a consequence of a contract awarded pursuant to this MOU shall be the sole responsibility of the Party that is the Party to the contract.

**ARTICLE IX
SETTLEMENT OF DISPUTES**

9.1 Disputes arising under or relating to this MOU shall be resolved only through consultations between the Parties and shall not be referred to an individual, national or international tribunal, or to any other forum for settlement.

**ARTICLE X
ENTRY INTO EFFECT, AMENDMENT, DURATION AND TERMINATION**

10.1 All obligations of the Parties under this MOU shall be subject to national laws and the availability of appropriated funds for such purposes.

10.2 The Parent Party shall ensure that the Exchange Officer complies with all obligations and restrictions applicable to the Exchange Officer under this MOU and Annexes to this MOU.

10.3 This MOU may be amended by the mutual written consent of the Parties.

10.4 This MOU may be terminated at any time by written consent of both Parties. In the event both Parties determine to terminate this MOU, the Parties shall consult prior to the date of termination.

10.5 Either Party may terminate this MOU upon thirty (30) days written notification to the other Party.

10.6 In the event of conflict between the terms of this MOU and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA shall control. Any Letters of Offer and Acceptance (LOAs) associated with or related to this MOU shall be terminated in accordance with their terms.

10.7 The respective rights and responsibilities of the Parties under Article V (Security) and Article VIII (Claims) shall continue, notwithstanding the termination or expiration of this MOU.

10.8 No later than the effective date of expiration or termination of this MOU, each Party shall remove its Exchange Officer and the Exchange Officer's dependents from the territory of the other Party and pay any money owed to the other Party under this MOU. Any costs or expenses for which a Party is responsible pursuant to Article IV of this MOU, but which were not billed in sufficient time to permit payment prior to termination or expiration of this MOU, shall be paid promptly after such billing.

10.9 This MOU shall come into force upon signature by both Parties. This MOU shall remain in force until September 30, 2008, and may be extended by written agreement of the Parties.

10.10 This MOU consists of ten (10) Articles and three (3) Annexes.

DONE, in duplicate in the Korean and the English languages, all texts being equally authentic, on this 30th day November 2005. In case of any divergence of interpretation, the English text shall prevail.

ON BEHALF OF
U.S. Joint Forces Command

ON BEHALF OF
Republic of Korea
Joint Chiefs of Staff

James N. Soligan
Major General, USAF
Chief of Staff

Ahn Kee-seok
Rear Admiral, ROKN
US ROK JCS

Dated: 30 Nov 2005

Dated: 02 NOV 2005

ANNEX A - CERTIFICATION

[Date]

**SECTION I
EXCHANGE OFFICER
LEGAL STATUS OF CERTIFICATION**

As a representative of the Republic of Korea Joint Chiefs of Staff under the auspices of an Extended Visit Authorization to the U.S. Joint Forces Command, I am subject to the jurisdiction of United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the Exchange Officer position does not bestow diplomatic or other special privileges.

**SECTION II
EXCHANGE OFFICER
CONDITIONS OF CERTIFICATION**

(1) **Responsibilities:** I understand that my activities as a Republic of Korea Exchange Officer shall be limited to the representational responsibilities of my Government and that I am expected to present the views of my Government with regard to the issues that my Government and the U.S. Government have a mutual interest. I shall not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government. I shall work issues consistent with the applicable Position Description detailed in an Annex to this MOU.

(2) **Costs:** I understand that all costs associated with my duties as an Exchange Officer are as detailed in Article IV of the text of the MOU.

(3) **Extensions and Revalidation:** I understand that if my Government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request shall be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.

(4) **Contact Officer:** I understand that when the certification process is completed, a Contact Officer(s) shall be assigned to sponsor me during my visit to the U.S. Joint Forces Command. I further understand that I shall coordinate, through my Contact Officer, all requests for information, visits, and other business that fall under the terms of my certification. I also understand that requests for information that are beyond the terms of my

certification shall be made through the Office of the Defense Attaché.

(5) **Other Visits:** I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification shall be made through the Office of the Defense Attaché.

(6) **Uniform:** I understand that I shall wear my national uniform when conducting business at U.S. Joint Forces Command or other Department of Defense facilities, unless otherwise directed. I shall comply with my Parent Government's service uniform regulations.

(7) **Security:**

a. I understand that access to U.S. Government information shall be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of an Exchange Officer. I also understand that I may not have unsupervised access to U.S. Government classified computer systems, unless the information accessible by the computer is releasable to my Government in accordance with applicable U.S. law, regulations and policy.

b. All information to which I may have access during my certification shall be treated as information provided to my Government in confidence and shall not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the United States Government.

c. I may be allowed to take possession of classified material in the performance of my duties if authorized by my Contact Officer.

d. I shall immediately report to my Contact Officer should I obtain or become knowledgeable of United States Government information for which I am not authorized to have access. I further agree that I shall report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.

e. If required, I shall display a security badge on my outer clothing so that it is clearly visible. The United States Government shall supply this badge.

(8) **Compliance:** I have been briefed on, fully understand, and shall comply with the terms and conditions of my certification.

Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other government-to-government agreements.

(9) **Definitions of Terms:** Terms not defined herein shall have the definitions ascribed to them in the applicable Agreement governing my assignment as an Exchange Officer.

SECTION III
EXCHANGE OFFICER
TERMS OF CERTIFICATION

(1) **Contact Officer:** (Name of USJFCOM Contact Officer), has been assigned as my Contact Officer.

(2) **Certification:** I am certified to the _____ Directorate, at U.S. Joint Forces Command. As such, I am allowed to visit sites, offices, and briefings that support the issues stemming from the position within the _____ Directorate, and other venues within the Department of Defense when authorized by my Contact Officer in support of the performance of duties assigned under this MOU.

(3) **Travel:** I am hereby authorized by my Contact Officer to visit the following locations under the terms of my certification: U.S. Joint Forces Command, its subordinate organizations, and other such locations as my Contact Officer may permit in the future.

**SECTION IV
EXCHANGE OFFICER
CERTIFICATION OF IN-BRIEFING**

I, (NAME OF EXCHANGE OFFICER), understand and acknowledge that I have been certified as an Exchange Officer to U.S. Joint Forces Command, as agreed upon between the Republic of Korea, Joint Chiefs of Staff and Commander United States Joint Forces Command, or his designee. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I shall comply with the conditions and responsibilities of my certification.

(SIGNATURE OF EXCHANGE OFFICER)

(TYPED NAME OF EXCHANGE OFFICER)

(RANK AND/OR TITLE)

(DATE)

(SIGNATURE OF BRIEFER)

(TYPED NAME)

(LOCATION)

ANNEX B - POSITION DESCRIPTION (1)

Title of Position: Republic of Korea Exchange Officer to the
Theater Effects Based Operations (TEBO) Advanced Concept
Technology Demonstration (ACTD)

Part I - Duties

Position Context: This position is for an Exchange Officer from the Republic of Korea's Ministry of Defense to the United States Joint Forces Command (USJFCOM) Joint Experimentation Directorate (J9) in the execution of J9's duties as the Operational Manager for the Theater Effects Based Operations (TEBO) Advanced Concept Technology Demonstration (ACTD) being executed in Combined Forces Command (CFC). The Republic of Korea Ministry of Defense will provide financial and administrative support through the facilities of the Republic of Korea Defense Staff in Washington, DC.

Reports to: Director, Joint Fires and Effects Division, Joint Prototype Pathway, J9, USJFCOM.

Principal Duties:

- Assist in the development of a CFC-derived Effects Based Operations (EBO) concept of operations (CONOPS) and subsequent requirements documentation.
- Coordinate appropriate demonstration venues with CFC and the designated TEBO ACTD Operational Test Agency (OTA) and assist the OTA in the identification of CFC's Critical Operational Issues (COIs), Measures of Effectiveness (MOE), and Measures of Performance (MOP).
- Assist in the day-to-day execution of operational sponsorship in close partnership with the designated TEBO ACTD Technical and Transition Managers.
- Ensure that demonstration objectives are coordinated with exercise scenarios to meet CFC needs.
- Assist in the development and publication of tactics, techniques, and procedures (TTP), and assist in the coordination of all aspects of in-theater training.

- Conduct detailed operational planning and day-to-day management of the preparation and execution of the ACTD on behalf of the CFC and work with the Technical Manager to address operational issues regarding demonstrations and experiments.
- Identify coalition interoperability and integration issues and parameters and assist in the development of the Transition Plan as a member of the Transition Integrated Project Team (IPT)
- Assist in the preparation of a Transformation Change Package (TCP) that will identify issues related to doctrine, organization, training, materiel, leadership and education, personnel, and facilities (DOTMLPF) associated with optimum fielding of the capabilities
 - Assist in provision of externally-developed lessons-learned and operational feedback from war fighters, training events, Military Department, and SJFHQ-S / T to the ACTD
- Support English-Hangul translation initiatives as required

Additional Duties:

- Other related duties as directed by the Director, Joint Fires and Effects Division

Part II - Qualifications

Essential Qualifications:

1. Professional Experience: Field-grade level experience working with the concept and instantiation of Effects Based Operations (EBO) in CFC. Possess a working knowledge of the application of analytical and evaluative methods and techniques to issues or studies concerning the efficiency / effectiveness of program operations or substantive administrative support functions and organizational structures.
2. Training: Command and General Staff and / or Senior-Level Service School preferred.

3. Security Clearance: Secret. The disclosure of information necessary for the Republic of Korea Exchange Officer to perform duties as outlined in this Position Description, shall be in accordance with the delegation of disclosure letter (DDL) for this position and the provisions of the MOU discussed in the initial paragraph.
4. Language: Command of the English language is essential.
5. Standard Automated Data Processing (ADP) Knowledge:
 - o Word processing / spreadsheet / graphics presentation: Basic knowledge of Microsoft Office Suite.
 - o Database: Basic knowledge of Microsoft Access.
 - o Basic knowledge of networking operations and applicable applications such as MS Outlook, etc.
6. Professional: Able to establish and maintain good working relations with military and civilian employees within the division, Combatant Commands, and civilians from outside agencies.
7. Work Environment: Fast-paced multinational military / civilian environment.

ANNEX C - POSITION DESCRIPTION (2)

Position Title: Korean Exchange Officer to United States Joint Forces Command, Joint Warfighting Center

Part I - Duties

Position Context: This position is for an Exchange Officer from the Republic of Korea's Ministry of Defense to the United States Joint Forces Command (USJFCOM) Joint Warfighting Center (JWFC) (J7 Directorate) in the execution of JWFC responsibilities for the planning, executing and scheduling of worldwide joint and coalition training for the Chairman of the Joint Chiefs of Staff, combatant commanders, and the Office of the Secretary of Defense.

Reports to: Chief, Joint Exercise Division, Joint Warfighting Center, USJFCOM.

Principal Duties:

1. Serve as a joint exercise planner in support of JWFC exercises.
2. Assist the Joint Exercise Division (JED) in determining joint exercise requirements, planning, managing, conduct, execution and evaluation.
3. Assist the JED in the annual development and approval of the USJFCOM joint training and exercise operational support and implementation plans, and in the coordination, planning, implementation and conduct of the USJFCOM Joint Exercise Life Cycle (JELC).
4. Assist in the identification of appropriate Joint Mission Essential Task Lists (JMETL) for each exercise
5. Assist in the planning, preparing, modifying, updating and operational execution of joint operational plans.
6. Assist in the defining and designing of joint exercise training methods.
7. Assist in the drafting and designing of exercise publications and plans.
8. Assist in the coordination with combatant commanders and multinational forces participating in exercise to develop appropriate exercise scenarios.

Additional Duties:

- Other related duties as directed by the Chief, Joint Exercise Division, JWFC.

Part II - Qualifications

Essential Qualifications:

1. Professional Experience: Field grade level experience, O-4 or O-5, possessing operational experience.
2. Training: Command and General Staff and / or Senior-Level Service School preferred.
3. Security Clearance: Secret. The disclosure of information necessary for the Korean Exchange Officer to perform duties as outlined in this Position Description, shall be in accordance with the delegation of disclosure letter (DDL) for this position and the provisions of the MOU establishing the Exchange Officer position
4. Language: Command of the English language is essential.
5. Standard Automated Data Processing (ADP) Knowledge:
 - o Word processing / spreadsheet / graphics presentation: Basic knowledge of Microsoft Office Suite.
 - o Database: Basic knowledge of Microsoft Access.
 - o Basic knowledge of networking operations and applicable applications such as MS Outlook, etc.
6. Professional: Able to establish and maintain good working relations with military and civilian employees within the division, Combatant Commands, and civilians from outside agencies.
7. Work Environment: Fast-paced, multinational military / civilian environment.